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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE

MARIA VALLADOLID, an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

TUDOR RANCH, INC., a California
corporation; JAIME ZEDEPA LABOR
CONTRACTING, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CVRI2202237

[Assigned for all Purposes to Honorable
Harold W. Hopp, Historic Courthouse in
Dept. 1]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: June 2, 2022

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiffs Maria Valladolid and Armando Valladolid (“Plaintiffs”) and defendants Tudor
3 Ranch, Inc. and Jaime Zepeda Labor Contracting, Inc. (collectively, “Defendants”). The
4 Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as
5 “Party.”

6 1. DEFINITIONS

7 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against
8 Defendants, captioned *Valladolid v. Tudor Ranch and Zepeda Labor Contracting., et al.*, Case
9 No. CVR12102436, initiated on June 2, 2022, and pending in the Superior Court of the State of
10 California, County of Los Angeles.

11 1.2. “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have
12 agreed to appoint to administer the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
14 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
15 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
16 Preliminary Approval of the Settlement.

17 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
18 classified as a non-exempt, employee who worked for Defendants during the PAGA Period.

19 1.5. “Class” means all persons employed by Defendants in California and classified as a non-
20 exempt, employee who worked for Defendants during the Class Period.

21 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
22 P.C.

23 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
24 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
25 expenses, respectively, incurred to prosecute the Action.

26 1.8. “Class Data” means Class Member identifying information in Defendant’s custody,
27 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)
28 last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of

employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from through June 2, 2018 through June 16, 2024.

1.13. “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Riverside.

1.16. “Defendants” means named defendants Tudor Ranch, Inc. and Jaime Zepeda Labor Contracting, Inc.

1.17. “Defense Counsel” means Gregory A. Swajian and Dawn M. Swajian of SWAJIAN LAW.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court

affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$695,000.00 (Six Hundred Ninety-Five Thousand Dollars and Zero Cents) which is the total amount Defendants agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be

1 paid to Participating Class Members as Individual Class Payments.

2 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
3 Settlement by sending the Administrator a valid and timely Request for Exclusion.

4 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
5 for Defendants for at least one day during the PAGA Period, based on hire dates, re-hire dates
6 (as applicable), and termination dates (as applicable).

7 1.31. “PAGA Period” means the period from June 2, 2021 through the end of the Class Period.

8 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

9 1.33. “PAGA Notice” means Plaintiff Maria Valladolid’s June 2, 2022 letter to defendants and
10 the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

11 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
12 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250.00) and 75% to
13 the LWDA (\$18,750.00) in settlement of PAGA claims.

14 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
15 timely Request for Exclusion from the Settlement.

16 1.36. “Plaintiff” means Maria Valladolid and Armando Valladolid the named plaintiffs in the
17 Action.

18 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
19 Settlement.

20 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
21 and Approval of PAGA Settlement.

22 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2
23 below.

24 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4
25 below.

26 1.41. “Released Parties” means: Defendants, and each of their former, present and future
27 officers, directors, employees, and agents.

28 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be

1 excluded from the Class Settlement signed by the Class Member.

2 1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to
3 Class Members and Aggrieved Employees and shall be the last date on which Class Members
4 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
5 Settlement. Class Members to whom Notice Packets are resent after having been returned
6 undeliverable to the Administrator shall have an additional 15 days beyond the Response
7 Deadline has expired.

8 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the
9 Judgment.

10 1.45. "Workweek" means any week during which a Class Member worked for Defendants, for
11 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
12 termination dates (as applicable).

13 2. RECITALS

14 2.1. On June 2, 2022, Plaintiff Maria Valladolid commenced this Action by filing a Complaint
15 alleging causes of actions against Defendants for: (1) failure to pay overtime wages; (2) failure
16 to pay minimum wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4)
17 failure to provide compliant rest periods, or compensation in lieu thereof (5) failure to pay wages
18 due upon termination or resignation; (6) non-compliant wage statements; (7) failure to timely
19 pay wages; and (8) failure to indemnify; and (9) unfair competition ("Action").

20 2.2. Plaintiff Maria Valladolid also provided Defendants, and each of them, with notice under
21 Labor Code section 2810.3, subdivision (d) that Plaintiff Maria Valladolid would seek to hold
22 them liable for each other's wage and hour violations under Labor Code section 2810.3 on or
23 about June 2, 2022 via certified mail with return receipt requested.

24 2.3. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide
25 notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar
26 days of the June 2, 2022 postmarked date of the herein-described notice sent by Plaintiff Maria
27 Valladolid to the LWDA and Defendants.

2.4. On August 11, 2022, Plaintiff Maria Valladolid filed a First Amended Complaint adding a cause of action for civil penalties under PAGA.

2.5. On February 16, 2023, Plaintiff Maria Valladolid filed a Second Amended Complaint adding Plaintiff Armando Valladolid. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

2.6. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.7. Prior to mediation Plaintiffs obtained, through informal discovery: (a) a sampling of time and payroll records for Class Members who were managed by Plaintiff Maria Valladolid through mediation; (c) wage and hour policy documents; (d) Statement of Pay Rates pursuant to Labor Code Section § 1695(7); and (e) all documents pertaining to Plaintiffs available to Defendants.

2.8. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.9. On January 11, 2024, the Parties participated in an all-day mediation presided over by Mark Feder, Esquire. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.10. The Court has not granted class certification.

2.11. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendants promise to pay \$695,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to

submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiffs of not more than \$ 7,500.00, each, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$243,250.00 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee

1 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
2 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
3 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
4 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
5 Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute
6 or controversy regarding any division or sharing of any of these Payments. There will
7 be no additional charge of any kind to either the Settlement Class Members or request
8 for additional consideration from Defendants for such work unless, Defendants
9 materially breach this Agreement, including any term regarding funding, and further
10 efforts are necessary from Class Counsel to remedy said breach, including, without
11 limitation, moving the Court to enforce the Agreement. Should the Court approve
12 attorneys' fees and/or litigation costs and expenses in amounts that are less than the
13 amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
14 Settlement Amount.

15 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
16 \$15,850.00 except for a showing of good cause and as approved by the Court. To the
17 extent the Administration Expenses are less or the Court approves payment less than
18 \$15,850.00, the Administrator will retain the remainder in the Net Settlement Amount.

19 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
20 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
21 by all Participating Class Members during the Class Period and (b) multiplying the result
22 by each Participating Class Member's Workweeks.

23 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
24 Class Member's Individual Class Payment will be allocated to settlement of
25 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
26 withholding and will be reported on an IRS W-2 Form. The 80% of each
27 Participating Class Member's Individual Class Payment will be allocated to
28 settlement of claims for interest and penalties (the "Non-Wage Portion"). The

Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$25,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 1,945 Class Members who collectively worked a total of 21,235 Workweeks, and 945 of Aggrieved Employees who worked a total of 22,641 PAGA Pay Periods.

1 4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the
2 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
3 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
4 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
5 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
6 employees who need access to the Class Data to effect and perform under this Agreement.
7 Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the
8 Class Data omitted class member identifying information and to provide corrected or updated
9 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
10 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
11 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
12 to missing or omitted Class Data.

13 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
14 Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by
15 transmitting the funds to the Administrator no later than 14 days after the Effective Date.

16 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the
17 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
18 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
19 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
20 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
21 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
22 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
23 Payments.

24 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
25 Individual PAGA Payments and send them to the Class Members via First Class U.S.
26 Mail, postage prepaid. The face of each check shall prominently state the date (not less
27 than 180 days after the date of mailing) when the check will be voided. The
28 Administrator will cancel all checks not cashed by the void date. The Administrator

will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,

1 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
2 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
3 Class Members, and Class Counsel will release claims against all Released Parties as follows:

4 5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
6 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
7 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
8 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
9 have been, alleged based on facts contained in the Operative Complaint and Plaintiff Maria
10 Valladolid's PAGA Notice. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any
11 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
12 benefits, disability benefits, social security benefits, workers' compensation benefits that arose
13 at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that
14 Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs
15 now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and
16 remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs'
17 discovery of them.

18 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
19 purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the
20 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
21 which reads:

22 A general release does not extend to claims that the creditor or releasing party does not
23 know or suspect to exist in his or her favor at the time of executing the release, and that
24 if known by him or her would have materially affected his or her settlement with the
25 debtor or Released Party.

26 5.2. Release by Participating Class Members: For the duration of the Class Period, all
27 Participating Class Members, on behalf of themselves and their respective former and present
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released

Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods, or compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (5) all claims for failure to pay wages due upon termination or resignation; (6) all claims for non-compliant wage statements; (7) all claims for failure to timely pay wages; and (8) all claims for failure to indemnify; and (9) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint.

5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release of PAGA Claims: For the duration of the PAGA Period, Plaintiffs release all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff Maria Valladolid's pre-filing written notice to the LWDA; Plaintiffs does not release any Aggrieved Employee's claim for wages and damages.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendants' Declaration in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient.

6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the

1 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
2 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
3 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
4 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
5 to its willingness to serve; competency; operative procedures for protecting the security of Class
6 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
7 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
8 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
9 Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve
10 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
11 Members; (vi) a signed declaration from each Class Counsel firm attesting to its competency to
12 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
13 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
14 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
15 subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class
16 Members and the Administrator.

17 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
18 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
19 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
20 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
21 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
22 Administrator.

23 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
24 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
25 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
26 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
27 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
28 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by

meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. Plaintiffs' counsel selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel and Defense Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, unless notified by the Parties that Defendants has opted to end the Class Period earlier pursuant subsection 8.1, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these

amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter

1 from a Class Member or his/her representative that reasonably communicates the Class
2 Member's election to be excluded from the Settlement and includes the Class Member's
3 name, address and email address or telephone number. To be valid, a Request for
4 Exclusion must be timely postmarked by the Response Deadline.

5 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
6 fails to contain all the information specified in the Class Notice. The Administrator
7 shall accept any Request for Exclusion as valid if the Administrator can reasonably
8 ascertain the identity of the person as a Class Member and the Class Member's desire
9 to be excluded. The Administrator's determination shall be final and not appealable or
10 otherwise susceptible to challenge. If the Administrator has reason to question the
11 authenticity of a Request for Exclusion, the Administrator may demand additional proof
12 of the Class Member's identity. The Administrator's determination of authenticity shall
13 be final and not appealable or otherwise susceptible to challenge.

14 7.5.3. Every Class Member who does not submit a timely and valid Request for
15 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
16 to all benefits and bound by all terms and conditions of the Settlement, including the
17 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
18 regardless whether the Participating Class Member actually receives the Class Notice
19 or objects to the Settlement.

20 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
21 Non-Participating Class Member and shall not receive an Individual Class Payment or
22 have the right to object to the class action components of the Settlement. Because future
23 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
24 Participating Class Members who are Aggrieved Employees are deemed to release the
25 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
26 PAGA Payment.

27 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
28 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose

Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain

1 and use an internet website to post information of interest to Class Members including
2 the date, time and location for the Final Approval Hearing and copies of the Settlement
3 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
4 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
5 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
6 the Final Approval and the Judgment. The Administrator will also maintain and monitor
7 an email address and a toll-free telephone number to receive Class Member calls and
8 emails.

9 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
10 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
11 Not later than 5 days after the expiration of the deadline for submitting Requests for
12 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
13 containing (a) the names and other identifying information of Class Members who have
14 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
15 other identifying information of Class Members who have submitted invalid Requests
16 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
17 (whether valid or invalid).

18 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
19 reports to Class Counsel and Defense Counsel that, among other things, tally the number
20 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
21 Exclusion (whether valid or invalid) received, objections received, challenges to
22 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
23 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
24 Weekly Reports must include provide the Administrator’s assessment of the validity of
25 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
26 received.

27 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
28 address and make final decisions consistent with the terms of this Agreement on all

1 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
2 Administrator's decision shall be final and not appealable or otherwise susceptible to
3 challenge.

4 7.8.5. Administrator's Declaration. Before the date by which Plaintiffs are required to
5 file the Motion for Final Approval of the Settlement, the Administrator will provide to
6 Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting
7 to its due diligence and compliance with all of its obligations under this Agreement,
8 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
9 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
10 number of Requests for Exclusion from Settlement it received (both valid or invalid),
11 the number of written objections and attach the Exclusion List. The Administrator will
12 supplement its declaration as needed or requested by the Parties and/or the Court. Class
13 Counsel is responsible for filing the Administrator's declaration(s) in Court.

14 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
15 disburses all funds in the Gross Settlement Amount, the Administrator will provide
16 Class Counsel and Defense Counsel with a final report detailing its disbursements by
17 employee identification number only of all payments made under this Agreement. At
18 least 7 days before any deadline set by the Court, the Administrator will prepare, and
19 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
20 Court attesting to its disbursement of all payments required under this Agreement. Class
21 Counsel is responsible for filing the Administrator's declaration in Court.

22 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

23 Based on its records, Defendants estimate that, as of the date of this Settlement
24 Agreement, (1) there are 1,945 Class Members and 21,235 Total Workweeks during the Class
25 Period and (2) there are 945 Aggrieved Employees who worked 22, 641 Pay Periods during the
26 PAGA Period.

27 8.1. Increase in Workweeks. Defendants represent that there are no more than 21,235
28 Workweeks worked during the Class Period. The Workweek Value shall be calculated by

dividing the originally agreed-upon Gross Settlement Amount (\$695,000.00) by 21,235 workweeks, which amounts to a Workweek Value of \$32.70. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 2,124 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 23,359 Workweeks multiplied by the Workweek Value or the Class Period will be cut off when 21,235 workweeks is reached. This election will be at Defendants' Option. Thus, for example, should there be 23,360 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by subtracting 23,359 from the actual Workweeks and multiplying the difference by the Workweek Value. $((23,360 \text{ workweeks} - 23,359 \text{ workweeks}) \times \$32.70 = \$32.70)$ Defendants shall notify Class Counsel of their election within five (5) days of when the Settlement Administrator informs the Parties that the number of Workweeks during the Class Period has exceeded 23,359 Workweeks. Otherwise, Defendants' election to cut off the Class Period at 21,235 workweeks is forfeited and the Gross Settlement Amount will be automatically increased.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of

1 release to be granted by Class Members), the Parties will expeditiously work together in good
2 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
3 Approval. The Court's decision to award less than the amounts requested for the Class
4 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
5 Expenses Payment, Administrator Expenses Payment and/or individual claims of Plaintiffs for
6 alleged wrongful termination, shall not constitute a material modification to the Agreement
7 within the meaning of this paragraph.

8 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
9 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
10 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
11 and (iii) addressing such post-Judgment matters as are permitted by law.

12 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
13 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
14 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
15 respective counsel, and all Participating Class Members who did not object to the Settlement as
16 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
17 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
18 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
19 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
20 Parties' obligations to perform under this Agreement will be suspended until such time as the
21 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
22 the amount of the Net Settlement Amount.

23 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
24 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
25 modification of this Agreement (including, but not limited to, the scope of release to be granted
26 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
27 expeditiously work together in good faith to address the appellate court's concerns and to obtain
28 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration

Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged

10. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom

1 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
2 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
3 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
4 government agency. Each Party agrees to immediately notify each other Party of any judicial or
5 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
6 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
7 conversation or other communication, before the filing of the Motion for Preliminary Approval,
8 any with third party regarding this Agreement or the matters giving rise to this Agreement except
9 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
10 restrict Class Counsel’s communications with Class Members in accordance with Class
11 Counsel’s ethical obligations owed to Class Members.

12 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
13 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
14 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
15 ability to communicate with Class Members in accordance with Class Counsel’s ethical
16 obligations owed to Class Members.

17 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
18 together with its attached exhibit shall constitute the entire agreement between the Parties relating
19 to the Settlement, superseding any and all oral representations, warranties, covenants, or
20 inducements made to or by any Party.

21 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
22 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
23 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
24 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
25 terms of this Agreement including any amendments to this Agreement.

26 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
27 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
28 Settlement Agreement, submitting supplemental evidence and supplementing points and

1 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
2 or content of any document necessary to implement the Settlement, or on any modification of the
3 Agreement that may become necessary to implement the Settlement, the Parties will seek the
4 assistance of a mediator and/or the Court for resolution.

5 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
6 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
7 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
8 action, or right released and discharged by the Party in this Settlement.

9 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
10 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
11 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
12 Part 10, as amended) or otherwise.

13 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
14 modified, changed, or waived only by an express written instrument signed or agreed to by all
15 Parties or their representatives, and approved by the Court. Plaintiffs and Defendant expressly
16 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
17 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
18 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
19 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
20 the use of signatures previously provided by the Parties.

21 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
22 the benefit of, the successors of each of the Parties.

23 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibit will be
24 governed by and interpreted according to the internal laws of the state of California, without
25 regard to conflict of law principles.

26 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
27 this Agreement. This Agreement will not be construed against any Party on the basis that the
28 Party was the drafter or participated in the drafting

1 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
2 during Action and in this Agreement relating to the confidentiality of information shall survive
3 the execution of this Agreement

4 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
5 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
6 Defendants in connection with the mediation, other settlement negotiations, or in connection with
7 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
8 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

9 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
10 inserted for convenience of reference only and does not constitute a part of this Agreement.

11 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
12 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
13 weekend or federal legal holiday, such date or deadline shall be on the first business day
14 thereafter.


15 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
16 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
17 be accepted as an original. All executed counterparts and each of them will be deemed to be one
18 and the same instrument if counsel for the Parties will exchange between themselves signed
19 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
20 and contents of this Agreement.

21 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
22 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
23 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
24 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
25 process.

26 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
27 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
28 illegality, or unenforceability shall in no way effect any other provision if Defendants’ Counsel

1 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
2 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
3 Agreement.

4
5 **IT IS SO AGREED:**

6 
7 Maria valladolid (Feb 7, 2025 14:10 MST)

8 Plaintiff, Maria Valladolid

9
10 For Defendant, Tudor Ranch, Inc.

11 Plaintiff, Armando Valladolid

12 For Defendant, Jaime Zepeda Labor
13 Contracting, Inc.

14 **AGREED AS TO FORM ONLY:**

15
16 David D. Bibiyan
17 Vedang J. Patel
18 Counsel for Plaintiffs

19 Gregory A. Swajian
20 Dawn M. Swajian
21 Counsel for Defendants

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3 Agreement.

4
5 **IT IS SO AGREED:**

6
7 _____
Plaintiff, Maria Valladolid

8 _____
For Defendant, Tudor Ranch, Inc.

9 Armando V.
Armando Valladolid (Feb 7, 2025 15:14 CST)
10 _____
Plaintiff, Armando Valladolid

11 _____
For Defendant, Jaime Zepeda Labor
12 Contracting, Inc.

13 **AGREED AS TO FORM ONLY:**

14
15 _____
16 David D. Bibiyan
Vedang J. Patel
17 Counsel for Plaintiffs

18 _____
Gregory A. Swajian
Dawn M. Swajian
19 Counsel for Defendants
20
21
22
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24
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26
27
28

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4
5 **IT IS SO AGREED:**

6
7 _____
8 Plaintiff, Maria Valladolid

George J. Tudor
George J. Tudor President
For Defendant, Tudor Ranch, Inc.

9
10 _____
11 Plaintiff, Armando Valladolid

12 _____
13 For Defendant, Jaime Zepeda Labor
14 Contracting, Inc.

15 **AGREED AS TO FORM ONLY:**

16 _____
17 David D. Bibiyan
18 Vedang J. Patel
19 Counsel for Plaintiffs

20 _____
21 Gregory A. Swajian
22 Dawn M. Swajian
23 Counsel for Defendants

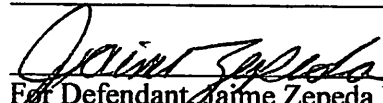
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3 Agreement.

4
5 **IT IS SO AGREED:**

6
7 _____
Plaintiff, Maria Valladolid

8 _____
For Defendant, Tudor Ranch, Inc.

9
10 _____
Plaintiff, Armando Valladolid

11 
12 _____
For Defendant Jaime Zepeda Labor
Contracting, Inc.

13
14 **AGREED AS TO FORM ONLY:**

15
16 _____
David D. Bibiyan
Vedang J. Patel
17 Counsel for Plaintiffs

18 _____
Gregory A. Swajian
Dawn M. Swajian
19 Counsel for Defendants

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5 **IT IS SO AGREED:**

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7 _____
Plaintiff, Maria Valladolid

8 _____
For Defendant, Tudor Ranch, Inc.

9
10 _____
Plaintiff, Armando Valladolid

11 _____
For Defendant, Jaime Zepeda Labor
12 Contracting, Inc.

13 **AGREED AS TO FORM ONLY:**

14
15 *Vedang J. Patel*
16 _____
David D. Bibayan
Vedang J. Patel
17 Counsel for Plaintiffs

18 _____
Gregory A. Swajian
Dawn M. Swajian
19 Counsel for Defendants
20
21
22
23
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25
26
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28

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2 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
3 Agreement.

4
5 **IT IS SO AGREED:**

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7 _____
Plaintiff, Maria Valladolid


8 _____
For Defendant, Tudor Ranch, Inc.

9
10 _____
Plaintiff, Armando Valladolid

11 _____
For Defendant, Jaime Zepeda Labor
12 Contracting, Inc.

13 **AGREED AS TO FORM ONLY:**

14
15 _____
16 David D. Bibiyan
Vedang J. Patel
17 Counsel for Plaintiffs

18 _____
19 
20 Gregory A. Swajian
21 Dawn M. Swajian
22 Counsel for Defendants
23
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